

# Wetaskiwin Co-operative Association Limited 4707 – 40 Ave Wetaskiwin, AB T9A 2B8 780-352-6001

780-352-6001

# Commercial / Corporate Farm Credit Application

# Ir

	First:	Middle Initial:	Title		
Email:			Patro	onage No:	
Address:					
City:	Province:	Postal Code:		Phone:	
applicant Info	rmation (if applica	ble) Does not ap	ply		
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business / Trade Na	e	_	Pau	ronage Numbe	ŧ
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pany Informa	ation				
Type of Business:	In Business Since:	Number of Employees:		GST No:	
	Which Business Operates:				
Corporation (give inc	cornoration date)	ership  Proprietorship  Ot	h / i f - \		
	/, Name of Parent Company:	ership Proprietorship Ot	her (specify)		
Financial Statements	for the past two (2) years are	e needed to complete application:			
Financial Statements Will provide copies: `		e needed to complete application: Attached $\square$			
Will provide copies: \( \)  Financial information	Yes ☐ No ☐  n provided will be held in the s	Attached 🗌		poses.	
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# **Wetaskiwin Co-operative Association Limited**

4707 - 40 Ave Wetaskiwin, AB T9A 2B8 780-352-6001

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City:

City:

Insurance Company Name:

Account Information:

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:
	ng against your or your partner(s)? Yes discharged from bankruptcy in the last six	No If yes, give details below
Have you or your partner(s) been  oorate Farm Use Legal Description	discharged from bankruptcy in the last six	
Have you or your partner(s) been	discharged from bankruptcy in the last six  Does not apply	(6) years? Yes □ No □
Have you or your partner(s) been  orate Farm Use  Legal Description of Land:	Does not apply  Section(s):	(6) years? Yes □ No □
Have you or your partner(s) been  orate Farm Use  Legal Description of Land: Range:	Does not apply  Section(s):  West of Meridian Number:	(6) years? Yes  No  Township:
Have you or your partner(s) been  Oorate Farm Use Legal Description of Land: Range: How long have you farmed?	Does not apply Section(s): West of Meridian Number:	(6) years? Yes  No  Township:
Have you or your partner(s) been corate Farm Use Legal Description of Land: Range: How long have you farmed?  Land Owner  Tenant	Does not apply Section(s): West of Meridian Number:	(6) years? Yes  No  Township:

Credit Limit Desired?	
	December 2022

Province:

Province:

Postal Code:

Postal Code:

Phone:

Phone:

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

Signature	Date	
Signature	Date	

# Commercial / Corporate Farm

# Wetaskiwin Co-operative Association Ltd Credit agreement and statement of disclosure

# PLEASE READ, DATE AND SIGN

I/We certify that the above information is true. I/We certify that I am/we are entering into this credit agreement primarily for commercial purposes (that is not personal, family or household purposes), or for corporate farming purposes. I/We are at least the minimum adult age. I/We understand the Co-op may accept or reject this application. If this credit application is accepted, I/We are bound by the Co-op's Commercial/Corporate Farm Credit Agreement and Statement of Disclosure. Where a partner signs this application with me, we acknowledge that the terms of this application and all consents given in it bind both of us. We agree to be jointly and individually liable, which means we are liable both individually and together for all amounts charged to the account. If this application is made by a corporation, each of the above statements is considered to be made by an authorized person on behalf of the corporation with all necessary grammatical changes.

I/We the corporation consent to the exchange of account and credit information and personal information from time to time by the Co-op and the financial references provided and to the exchange of credit information with any credit grantor, credit bureau, credit reporting agency, or my/our employer(s)

DATE:/	Signing by a corporate applicant
MM DD YY	
Signing by Individual applicant	
X	Corporate applicant's Name
Individual applicant's signature	Х
X	Signature
Partner's Signature (if applicable)	

In consideration of the Co-op accepting your credit application, which forms part of this agreement, and opening an account in your name you and the co-applicant agree to the credit terms set out below.

#### 1. Types of Credit Accounts

- (1) Under a charge account, credit is extended for new purchases (ie: a purchase not shown on a previous statement) to the Due Date shown on the statement. No interest is charged on new purchases when the Co-op receives payment in full by the Due Date. Under a dating account, credit is extended for new purchases beyond 30 days to the Due Date shown on the statement. No interest is charged on the purchases recorded in a dating account. When due the purchases in the dating account are transferred to the charge account and interest is charged at the interest rate on the charge account if the amount transferred is not paid on or before the Due Date.
- (2) Upon cancellation of credit privileges, you will pay your accounts in full under this agreement.
- (3) The Co-op has the right to cancel your credit accounts at any time including without limitation, upon your death or if you become bankrupt or insolvent.
- (4) You may make enquiries about your accounts during the Co-op's ordinary business hours at 780-352-6001.

# 2. Credit Limit

- (1) The Co-op will advise you of your credit limit (the "limit") by letter or in your first statement after acceptance and approval of your credit application. The limit may be increased or decreased at any time by the Co-op. The change will be disclosed in the next statement following the change. You hereby request any increase to the limit at any time for which you may qualify.
- (2) You agree not to make purchases on your accounts where the amount of the purchase plus any balance then outstanding would in total exceed the limit unless the Co-op, in its sole discretion, permits you to exceed the limit, in which case the terms set out in this agreement apply to those amounts in excess of the limit.

# 3. Billing

- (1) The Co-op will send you a statement every month for purchases that have been made under your accounts during the previous month, and for any previous unpaid balance. Co-applicants will not receive statements of account.
- (2) Where anyone authorized by you signs a receipt or you or anyone authorized by you gives your account number to make a purchase you will be liable to pay as if the sales receipt was signed by you.
- (3) If you do not notify the Co-op in writing of an error or omission in your statement of account within 30 days of the statement date you agree that the statement is considered conclusively to be correct.
- (4) Any adjustment made by means of a credit voucher will be credited to you, but until the time the credit voucher is granted and recorded you are responsible to pay the amount to which it relates to the Co-op in accordance with this agreement.

#### 4. Interest and Payment

- (1) You agree to perform promptly all your obligations under this agreement.
- (2) You agree to pay the amount due in full on or before the due date appearing on each statement sent by the Co-op to you.
- (3) You have the right to prepay the entire balance in full or in part without charge.
- (4) You agree to pay interest to the Co-op on all past due amounts at the annual rate of 19.56% both before and after demand, default and judgement. This is the annual percentage rate on the charge account. This interest is added to the charge account and forms part of the amount due. This interest will bear interest on your next monthly statement (monthly compounding) if the amount due on the statement is not paid in full on or before the due date.
- (5) Payments will be applied by the Co-op in the following order; previously billed interest and purchases, interest and purchases shown on current statement, interest and purchases to be billed.
- (6) You agree you are liable for the entire outstanding balance of your accounts despite any variation of the interest terms by the Co-op.
- (7) In addition to the amounts otherwise payable under this agreement, you agree to pay the Co-op its charge for each cheque received by the Co-op from you that is subsequently dishonoured.
- (8) Payments must be made only by cash, cheque, debit card or money order or by other arrangements authorized by the Co-op.

### 5. Default

(1) You will be in default if any of the following occurs:

- a) You do not make a payment when due;
- b) A bankruptcy proceeding is filed by or against you or you are the subject of receivership or insolvency proceedings or any of your assets seized.
- c) You have made a false or misleading representation on your credit application.;
- d) You die.
- e) You breach any of your other agreements in this agreement.
- f) If the Co-op has reasonable cause to believe your ability to perform your obligations under this agreement, including making timely payments, is impaired.
- (2) Upon your default, the Co-op has the remedies in this agreement and at law. The Co-op may immediately suspend or cancel your privilege to obtain credit. The outstanding balance in your accounts will become due and payable ten days from the date the Co-op's written notice of the default or other event is sent to you.
- (3) You agree to pay all reasonable expenses, costs, disbursements, including fees as between a solicitor and his or her own client, which may be incurred by the Co-op in the enforcement of its rights under this agreement.
- (4) You agree that taking of a judgment against you will not operate as a merger of your promise to pay, or affect the right of the Co-op to collect interest at the rates notified to you from time to time on any amounts owing to the Co-op under this agreement or on the judgement.

#### 6. Cancellation

(1) You may cancel this agreement at any time by written notice.

#### 7. Amendments

(1) The Co-op may amend the provisions of this agreement including the interest rate by giving written notice to you of the change. The Co-op will notify you in writing of the amendment, which may be by notice on your statement. The amendment will be effective 30 days, or such greater time period as may be required by applicable laws, after the date notice is given. Unless you cancel your credit accounts within that notice period, the amendment(s) will be binding on you.

#### 8. Notices

(1) Any notice required or permitted to be given to you under the terms of this agreement is sufficiently given if shown on your statement of if sent by prepaid first class mail to the latest address contained in the Co-op's files. Unless otherwise provided in this agreement or by law, any notice so given will be considered to have been received by you on the 7<sup>th</sup> day after the date on which it was mailed. You agree to notify the Co-op promptly of any change of address. Notice to you or to a co-applicant is considered notice to all.

#### 9. Co-applicants

- (1) Where a co-applicant signed the credit application with you, terms of this agreement bind each of you and apply with whatever changes of grammar are necessary.
- (2) Where there are co-applicants, you agree that your liability for all amounts payable under the terms of this agreement is joint and individual, which means you are liable both individually and together for all amounts charged to the accounts.
- (3) Where you have designated a co-applicant, you are responsible to the Co-op for all transactions made by the co-applicant.

## 10. Miscellaneous

- (1) You grant to the Co-op a purchase money security interest in any and all merchandise purchased from the Co-op (the "merchandise") to secure payment to the Co-op for all debts, charges and liabilities due in relation to the merchandise and additionally, you also grant a general security interest in and charge upon all of your personal property, present, future and after acquired and proceeds thereof, to secure payment to Co-op for all debts, charges and liabilities, including solicitor and his own client legal fees, both present and future, at any time owing by you in connection with your accounts. If for any reason you do not make payments on time or pay any other amounts due to the Co-op in the manner provided in this agreement, in addition to all other rights and remedies available at law or in equity the merchandise or in the case of the general security interest, your personal property, may be repossessed to the extent permitted by law. Where permitted by law, you waive your right to receive copies of any financing statement, financing changes statement or verification statement relating to this agreement.
- (2) If any part of this agreement is contrary to law or found inoperative by any court that part is ineffective without invalidating the other parts of this agreement.
- (3) This agreement will be governed by the laws of the province of Alberta.
- (4) You acknowledge receipt of a copy of this agreement at the time of signing the commercial/corporate farm credit application and before the extension of any credit or the use of the accounts.